

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

KINZIE ADVANCED POLYMERS LLC,
d/b/a GROVE BAGS
26201 Richmond Road, Unit D
Bedford Heights, Ohio 44146

Plaintiff,

VS.

HIGHOPES, LLC,
14241 NE Woodinville Duval Road #372
Woodinville, Washington 98072

Defendant.

Case No. _____

JUDGE _____

**AFFIDAVIT OF MINA JOHNSON IN
SUPPORT OF REMOVAL**

STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

I, Mina Johnson, being first duly sworn, depose and say:

1. I am over 18 years of age, I am competent to testify to the matters contained in this affidavit, and this affidavit is based on my personal knowledge of or inquiry into the facts stated herein.
2. I am familiar with Cuyahoga County Court of Common Pleas Case No. CV 23 981978, the complaint filed therein (the “Complaint”), and the alleged facts underlying the Complaint.
3. I am making this Affidavit in support of the Notice of Removal to which this Affidavit is attached as an exhibit.
4. I am one (1) of three (3) owners and/or members of Defendant Highopes, LLC (“Defendant”).
5. Defendant is a limited liability company formed and existing under the laws of the

State of Washington.

6. I am an authorized representative of Defendant.

7. I am a resident and/or citizen of the State of Washington.

8. The other two (2) owners and/or members of Defendant are residents and/or citizens of the State of California.

9. No owners and/or members of Defendant are residents and/or citizens of the State of Ohio.

10. I believe Plaintiff Kinzie Advanced Polymers LLC d/b/a Grove Bags (“Plaintiff”) is a limited liability company formed and existing under the laws of the State of Ohio.

11. Defendant and Defendant’s counsel have made good faith efforts to ascertain the residency and/or citizenship of Plaintiff’s owner(s) and/or member(s).

12. Upon information and belief, following these good faith efforts, I believe the owner(s) and/or member(s) of Plaintiff are residents and citizens of the State of Ohio.

13. In the Complaint, Plaintiff alleges two (2) causes of action, namely breach of contract and fraudulent misrepresentation.

14. For its breach of contract claim, Plaintiff seeks Thirty-Five Thousand Dollars (\$35,000), plus attorney fees, and Court costs.

15. For its fraudulent misrepresentations claims, Plaintiff seeks Thirty-Five Thousand Dollars (\$35,000), plus attorney fees, punitive damages, and Court costs.

16. Plaintiff further requests attorney fees, punitive damages, and “any other appropriate relief that this Court deems just and equitable.”

17. Before instituting this litigation, Plaintiff’s counsel made a demand upon Defendant on or about March 31, 2023, indicating a *conservative* estimate of its damage was “close to

\$70,000.”

18. Based on Plaintiff’s counsel’s remark that its estimate is “conservative,” I believe Defendant’s actual alleged damages exceed Seventy-Five Thousand Dollars (\$75,000).

19. By agreement of the parties, the successful party in litigation will be entitled to attorney fees. *See* Compl. Ex. 1, Sec. 12.5 (“The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys’ fees and costs.”).

20. I believe Defendant has counterclaims against Plaintiff, including but not limited to damage to and loss of business reputation, the damages for which likely exceed Twenty-Five Thousand Dollars (\$25,000), plus attorney fees.

21. In light of Plaintiff’s demand and request to the Court, the award of attorney fees for the prevailing party, and the existence of Defendant’s counterclaims and recoverable damages, I believe the amount in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000).

22. I believe removal to the United States District Court Northern District of Ohio is proper.

23. I hereby affirm and verify the Notice of Removal to which this Affidavit is attached as an exhibit.

[The remainder of this page intentionally left blank.]

FURTHER, AFFIANT SAYETH NAUGHT.


Mina Johnson

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in for and said County
and State, this 4th day of August, 2023.


Notary Public

STATE OF Washington
COUNTY OF King
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 4th DAY OF August, 2023.
BY Mina T. Johnson

NOTARY PUBLIC



